



IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

KPI BRIDGE OIL LTD.,

Plaintiff,

v.

M/V EVERGLORY (IMO 9628893), her tackle,  
boilers, apparel, furniture, engines, appurtenances,  
etc., *in rem*,

Defendant.

IN ADMIRALTY

CASE NO.: 3:15-CV-05851

**[PROPOSED] ORDER  
APPOINTING MARINE LENDERS  
SERVICES, LLC AS SUBSTITUTE  
CUSTODIAN**

Having reviewed Plaintiff's Motion for the Appointment of a Substitute Custodian and the supporting Declaration of Buck Fowler, Jr., and good cause appearing,

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiff's Motion is GRANTED.

2. Marine Lenders Services, LLC, is appointed to act as substitute custodian of the defendant vessel M/V EVERGLORY (IMO 9628893), her engines, tackle, gear, electronics, appurtenances, etc., (hereafter, the "Vessel") during *custodia legis* on behalf of this Court, in place and instead of the United States Marshal, until further order of the Court.

3. The Vessel has been or will be arrested by the United States Marshal. Immediately following arrest of the Vessel, the United States Marshal for this District shall

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(3:15-CV-05851)

LAW OFFICES OF  
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1325 FOURTH AVENUE  
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1 transfer custody of the Vessel to substitute custodian Marine Lender Services, LLC. The Vessel  
2 is presently or will soon be located at the Port of Tacoma, and will remain in this location while  
3 in the custody of the substitute custodian, except as provided for herein or as further ordered by  
4 the Court.

5 4. Marine Lenders Services, LLC, as substitute custodian, shall see to and be  
6 responsible for the safekeeping of the Vessel. The duties of the substitute custodian include, but  
7 are not limited to, ensuring that there is an adequate, safe moorage for the vessel. The substitute  
8 custodian is not required to have a person live on board the vessel, but an officer or authorized  
9 agent of the substitute custodian shall go on board the vessel, from time to time to carry out the  
10 duties of substitute custodian. No other person shall be allowed to enter on the vessel except as  
11 provided for herein or as otherwise expressly authorized by order of this Court.

12 5. In consideration of the U.S. Marshal's consent to the appointment of Marine  
13 Lenders Services, LLC as substitute custodian, plaintiff agrees to release the United States and  
14 the U.S. Marshal from any and all liability and responsibility arising out of the care and custody  
15 of the defendant vessel and its equipment, from the time the U.S. Marshal transfers custody of  
16 the vessel over to the substitute custodian, and plaintiff further agrees to indemnify and hold the  
17 United States and the U.S. Marshal harmless from any and all claims whatsoever arising out of  
18 the substitute custodian's possession and safekeeping of the vessel.

19 6. All reasonable expenses of the United States Marshal shall be administrative  
20 expenses in this action and a first charge to the Vessel herein, to be paid to the Marshal prior to  
21 the release of the Vessel or distribution of the proceeds of its sale.

22 7. All reasonable expenditures which may be incurred by the plaintiff and the  
23 substitute custodian, or by any party advancing funds to the substitute custodian, including, but  
24 not limited to, all insurance, towage, transport, and other costs of moving the Vessel to a suitable  
25 location, in safekeeping and maintaining the Vessel while it is in *custodia legis*, and costs of  
26 maintaining adequate insurance on the vessel while it is in *custodia legis* shall be administrative

1 expenses in this action and a first charge on the Vessel, to be to be paid prior to the release of the  
2 Vessel or distribution of the proceeds of its sale.

3 8. During *custodia legis*, Marine Lenders Services, LLC, shall maintain appropriate  
4 legal liability insurance providing a maximum coverage of Two Million Dollars (US\$2,000,000),  
5 which expenses for insurance shall constitute administrative expenses herein.

6 9. Upon transfer of the Vessel from the United States Marshal to Marine Lenders  
7 Services, LLC, the Vessel may remain at her current location, or other suitable location,  
8 including but not limited to the anchorage. Marine Lenders Services, LLC, shall notify the office  
9 of the Marshal that the Vessel is to be moved and will notify the office of the Marshal again  
10 when the Vessel has been moved.

11 10. Marine Lenders Services, LLC, as substitute custodian, may, if necessary, offload  
12 any cargo aboard the Vessel and arrange for storage of the same at a suitable storage facility.  
13 The substitute custodian shall notify the office of the U.S. Marshal prior to engaging in any such  
14 offloading of cargo and again upon the completion of any such offloading.

15 11. Marine Lenders Services, LLC, as substitute custodian, may, if necessary, offload  
16 any fuel and arrange for disposal of the same. The substitute custodian shall notify the office of  
17 the U.S. Marshal prior to engaging in any such offloading and again upon the completion of any  
18 such offloading.

19 12. Marine Lenders Services, LLC, as substitute custodian, may, but is not required  
20 to, retain a marine engineer familiar with the Vessel and to take him or her on board the Vessel  
21 with authorized agents of Marine Lenders Services, LLC to assist in the securing of the Vessel.

22 13. Marine Lenders Services, LLC, as substitute custodian, may, but is not required  
23 to, retain such services as are necessary to clean the interior and/or exterior of the Vessel, remove  
24 food products with such services to be performed under the supervision of the substitute  
25 custodian.  
26

18. Plaintiff's attorney shall send a copy of this Order to the owner of the Vessel at the last address known by Plaintiff.

DATED this 24<sup>th</sup> day of November, 2015.

Paul B. Geyhan  
UNITED STATES DISTRICT JUDGE

1 Presented by:

2  
3 NICOLL BLACK & FEIG, PLLC

4 /s/ Jeremy B. Jones

5 Jeremy B. Jones, WSBA No. 44138  
6 Shannon L. Trivett, WSBA No. 46689  
7 Attorneys for Plaintiff  
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